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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

INTERNATIONAL MARKETS LIVE,
INC., a New York corporation dba
iMARKETSLIVE;

Plaintiffs,

v.

PROFIT CONNECT, a Nevada
corporation; ERIC GARRISON, an
individual; SILVERSTAR LIVE
SOFTWARE, LLC, a Florida limited
liability company;

Defendant.

Case No.:

COMPLAINT FOR:

- 1) BREACH OF CONTRACT;
- 2) VIOLATION OF UNIFORM
TRADE SECRETS ACT
- 3) DEFAMATION PER SE;
- 4) TORTIOUS INTERFERENCE
WITH CONTRACTUAL
RELATIONS; and
- 5) TORTIOUS INTERFERENCE
WITH PROSPECTIVE
ECONOMIC ADVANTAGE;

COMES NOW, Plaintiff by and through its attorneys, the Law Offices of P. Sterling Kerr, complain and allege against Defendants PROFIT CONNECT, ERIC GARRISON, and SILVERSTAR LIVE SOFTWARE, LLC as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff International Markets Live (hereinafter “IML”) is a New York corporation.
2. Defendant PROFIT CONNECT is a Nevada corporation.

1 • IBOs may not directly or indirectly recruit other IBOs or customers for other
2 network marketing businesses;

3 • IBOs may not participate as a distributor in another network marketing
4 company that sells and distributes similar products to IML;

5 • IBOs must not sell, or attempt to sell, any competing non-IML programs,
6 products, or services to IML IBOs or customers;

7 • The Confidentiality Provision in the Policies and Procedures states:

8 During the term of the Agreement, Company may supply to Independent Affiliates
9 confidential information, including, but not limited to genealogical and Downline
10 reports, customer lists, customer information developed by Company or developed
11 for and on behalf of Company by Independent Affiliates (including, but not limited
12 to, credit data, customer and Independent Affiliate profiles and product purchase
13 information), Independent Affiliate lists, manufacturer and supplier information,
14 business reports, commission or sales reports and such other financial and business
15 information which Company may designate as confidential. All such information
16 (whether in written or electronic format) is proprietary and confidential to Company
17 and is transmitted to Independent Affiliates in strictest confidence on a “need to
18 know” basis for use solely in Independent Affiliates business with Company.
19 Independent Affiliates must use their best efforts to keep such information
20 confidential and must not disclose any such information to any third party, or use
21 this information for any non-company activity directly or indirectly while on
22 Independent Affiliate and thereafter.

18 13. Defendant Garrison entered into an IBO Agreement requiring the IBO to agree
19 to IML’s Policies and Procedures.

20 14. At all times relevant herein, Garrison knew and were aware of the terms of the
21 IML Policies and Procedures, including the prohibitions against recruiting IML IBOs and
22 traders to leave IML, the prohibition against working for a competitor of IML, and the
23 prohibition against providing Confidential Information and intellectual property to anyone
24 outside of IML.

25 15. Garrison made numerous intentional misrepresentations to IML representatives
26 about his trading qualifications and experience.
27
28

1 16. Because of these misrepresentations, Garrison was able to obtain a higher-level
2 position at IML, and he became privy to additional and very valuable confidential and trade
3 secret information.

4 17. During his time as an affiliate with IML, Garrison started a competing
5 company called Profit Connect.

6 18. Currently, Eric Garrison is affiliated with SLS.

7 19. Garrison breached IML's Policies and Procedures by using trade secret and
8 confidential information to recruit IML IBOs and customers to Profit Connect and SLS.
9

10 20. Garrison bribed, solicited, recruited, and enticed other IML IBOs and traders
11 away from IML and to Profit Connect and SLS.

12 21. Garrison intentionally and knowingly bribed, solicited, enticed, and recruited
13 IML IBOs and traders to leave IML and to work for Profit Connect and SLS.

14 22. Garrison knowingly, intentionally, and wrongfully took Confidential
15 Information and intellectual property from IML.

16 23. Garrison knowingly, intentionally, and wrongfully gave the Confidential
17 Information and intellectual property they took from IML to Profit Connect and SLS.
18

19 24. Profit Connect and SLS used the Confidential Information and intellectual
20 property that they knew Garrison stole from IML.

21 25. Garrison knowingly, intentionally, and wrongfully used the Confidential
22 Information and intellectual property they took from IML while working for Profit Connect.
23

24 26. Garrison knowingly and intentionally published false statements on social
25 media platforms regarding IML, its employees, and IBOs.

26 27. Defendant published these false statements against IML in order to promote
27 Profit Connect and SLS.
28

1 28. IML has suffered financial harm as a result of Garrison, Profit Connect and
2 SLS's wrongful conduct.

3 29. Additionally, SLS is trading currency without proper licensing.

4 30. IML has filed a Complaint with the United States Commodity Futures Trading
5 Commission (hereinafter "CFTC") because of SLS's failure to abide by CFTC regulations
6 regarding its trading of foreign currencies.

7
8 **FIRST CLAIM FOR RELIEF**
 (Breach of Contract against Defendant Garrison)

9 31. IML incorporates by reference and reaffirms each and every allegation
10 previously asserted as if fully set forth herein.

11 32. Garrison all entered into, or otherwise agreed to be, and were bound by a
12 contract with IML.

13 33. At all relevant times herein, IML performed the obligations and duties required
14 of him by the contract he had between IML and Garrison.

15 34. Garrison breached his contract with IML by failing to conform to the terms of
16 the agreement, namely by taking confidential and trade secret information from IML for his
17 other company, Profit Connect's, use.

18 35. The breaches of the contracts by Garrison have caused damages to IML excess
19 of one million dollars (\$1,000,000.00).

20 36. IML is entitled to its reasonable attorney's fees due to Defendant's breach of the
21 agreements.

22 **SECOND CLAIM FOR RELIEF**
23 (Misappropriation and Violation of Uniform Trade Secrets Act – Nevada Revised Statutes
24 Chapter 600A against all Defendants)

25 37. IML incorporates by reference and reaffirms each and every allegation
26 previously asserted as if fully set forth herein.
27
28

1 38. Defendant acquired IML's trade secrets by an improper means, including
2 stealing or misappropriating the trade secrets from IML.

3 39. Defendant misappropriated IML's trade secrets by disclosing the trade secrets
4 without express or implied consent from IML, including those trade secrets that were obtained
5 without authorization from IML.

6 40. Defendant further misappropriated IML's trade secrets by using the trade
7 secrets without express or implied consent from IML.

8 41. Defendant had a duty to maintain the secrecy of IML's trade secrets.

9 42. As a result of Defendant's misappropriation of IML's trade secrets, IML has
10 suffered damages to be determined at trial in excess of one million dollars (\$1,000,000.00).
11

12 43. IML is entitled to exemplary damages due to Defendant's willful and malicious
13 misappropriation of IML's trade secrets in excess of one million dollars (\$1,000,000.00).

14 44. IML is entitled to its reasonable attorney's fees and costs due to Defendant's
15 willful and malicious misappropriation of IML's trade secrets.
16

17 **THIRD CLAIM FOR RELIEF**
18 (Defamation Per Se against Defendant Garrison)

19 45. IML incorporates by reference and reaffirms each and every allegation
20 previously asserted as if fully set forth herein.

21 46. Defendant made statements on social media and through other means to IML
22 IBOs and customers which tend to harm the reputation of the IML in the estimation of the
23 community and deter third persons from associating or dealing with IML.

24 47. The statements are false.

25 48. The statements were intentionally published on the internet and in person.

26 49. The statements constitute the imputation that IML has a lack of fitness for
27 trade, business, or profession.
28

1 50. As a direct and proximate result of Defendant' defamatory acts, IML has been
2 harmed in amount in excess of one million dollars (\$1,000,000.00).

3 51. It has been necessary for IML to retain the services of an attorney to prosecute
4 this action and, therefore, IML is entitled to reasonable attorney's fees and costs.

5
6 **FOURTH CLAIM FOR RELIEF**

7 (Tortious Interference with Contractual Relations against Defendants)

8 52. IML incorporates by reference and reaffirms each and every allegation
9 previously asserted as if fully set forth herein.

10 53. IML had contractual relationships with customers and individual
11 representatives who are receiving educational products for Forex markets in exchange for
12 monetary compensation.

13
14 54. Defendant knew of these relationships.

15 55. Defendant spread false information and used IML's confidential information
16 and trade secrets to form relationships with IML's customers for Garrison and Profit
17 Connect's gain.

18 56. Defendant' conduct was not legally justified.

19 57. As a direct and proximate result of Defendant' interference with IML's
20 contractual relationships, IML has been harmed in amount in excess of one million dollars
21 (\$1,000,000.00).

22
23 58. It has been necessary for IML to retain the services of an attorney to prosecute
24 this action and, therefore, IML is entitled to reasonable attorney's fees and costs.

25 **FIFTH CLAIM FOR RELIEF**

26 (Tortious Interference with Prospective Economic Advantage against Defendants)

27 59. IML incorporates by reference and reaffirms each and every allegation
28 previously asserted as if fully set forth herein.

1 60. IML had prospective contractual relationships with customers and individual
2 representatives who desired to participate in receiving educational products for Forex
3 markets.

4 61. Defendant knew of these prospective relationships.

5 62. Defendant spread false information and used IML's confidential information
6 and trade secrets with the intent of preventing and inhibiting IML's relationships with the
7 prospective customers.

8 63. Defendant's conduct was not legally justified.

9 64. As a direct and proximate result of Defendant's interference with the
10 prospective customer relationships, IML has been harmed in amount in excess of one million
11 dollars (\$1,000,000.00).
12

13 65. It has been necessary for IML to retain the services of an attorney to prosecute
14 this action and, therefore, IML is entitled to reasonable attorney's fees and costs.

15 WHEREFORE, PLAINTIFF PRAYS FOR
16 THE FOLLOWING RELIEF AGAINST DEFENDANT:

17 1. For Damages in an amount greater than \$1,000,000.00 as a result of Defendant's
18 unlawful actions;

19 2. For injunctive relief to enjoin the Defendant from the following:

- 20 • Defendant shall immediately refrain from using any IML customer list,
21 trademark, trade secret, program information, or any other confidential information
22 and/or materials, including downlines, back-office data, binary options trading
23 software, and binary options trading algorithms;
- 24 • Defendant shall immediately refrain from disclosing any IML customer list,
25 trademark, trade secret, program information, or any other confidential information
26 and/or materials;
- 27
- 28

3. For an award of pre-judgment interest, as well as reasonable attorneys' fees as both normal and special damages, and other costs; and
4. For such other and further relief that this Court deems just and proper.

/s/ P. Sterling Kerr, Esq.

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